allowed to testify as to declarations made by the testatrix regarding the use of the term "children" in her will. On appeal, this was assigned as error, and the court held that the evidence should not have been admitted. The court there says, "what he has written determines the testator's intent, and where the language is clear and precise, and the person or thing exists and is accurately named, extrinsic circumstances surrounding the testator cannot detach the language used from its primary significance. Extrinsic circumstances may explain the language of the will: they cannot contradict, vary, or control it." See also *Williams* v. *Williams,* 182 Ky. 738; *Lamb* v. *Jordan,* 233 Mass. 335. *In re Spencer's Estate,* 181 Cal. 514, held that interpretive testimony was inadmissible to show that the word "personal" in a residuary bequest to "personal legatees named" in the will was not used to differentiate people from corporations named, but to distinguish personal friends from relatives. The court there said, "there is no ambiguity in the language, and therefore no reason for interpretive testimony. We know of no use of the word 'personal,' either technical or colloquial, which would justify its employment in distinguishing those not related from those who are." The same situation existed in the principal case. The word "heirs" can admit of only one legal interpretation, as far as this case is concerned, and to admit extrinsic evidence to show that something different was meant would be to allow the oral declarations of the testator to be substituted for the written will.

WILLS—VALID IN PART AND VOID IN PART—EFFECT OF VOID CLAUSES UPON PROBATED WILL.—After providing that no property was to be sold for a period of fifty years after the probate of his will at which time the property was to be sold and the proceeds distributed in accordance with its provisions, the testator devised all of his property to his daughter forever, but if she died without issue, then to the nephews and nieces of his own blood. The daughter died without issue. The nephews and nieces claimed under the will and it was contended that the clause suspending alienation being void, the whole will was void. *Held,* as the devise to the nephews and nieces was not dependent in any way upon the void clause, and as the property would go to those to whom the testator intended it should go, the void clause might be struck out and the valid part allowed to stand. *Quilliam* v. *Union Trust Co.* (Ind., 1921), 131 N. E. 428.

The general rule seems to be that where there are valid and invalid clauses in the same will, the good will be allowed to stand, unless the valid and invalid clauses are so closely connected as to constitute one entire scheme for the disposition of the estate, so that the presumed wishes of the testator would be defeated if one portion were retained and the other portion rejected. The big question, therefore, is, when are clauses so closely connected that by retaining a part and rejecting the others the intention of the testator is thereby defeated? The distinction lies in the scheme, or lack of a scheme, employed by the testator in disposing of his property. If the testator devises *directly* to the beneficiaries, and a future interest created by the same instrument is void, the prior interests become what they would

have been had the limitation of the future estates been omitted from the instrument. GRAY, RULE AGAINST PERPETUITIES, par. 247, 248, and cases there cited. Where, however, the testator does not devise directly to beneficiaries, but creates a trust and seeks to dispose of his property by that means, the valid and invalid clauses are not independent, but are links in one entire scheme created to carry out a common purpose. To execute only a part would be to make a new will for the testator, and therefore the whole trust must stand or fall together. *Barrett* v. *Barrett,* 225 Ill. 332; *Reid* v. *Voorhees,* 216 Ill. 236. In the latter case the argument was advanced that if the interest covered by the valid clauses would not be changed by excluding the invalid clauses, the good should be allowed to stand. The court said this was in disregard of the cardinal principle of wills, for by the trust the testator had created one entire scheme for the disposal of all his property, and to hold that his scheme must fail in so far as he sought to dispose of the *corpus* of his estate, but might be sustained as to the life estates, would be to make a will which the testator never intended. In the above cases the void clauses disposed of the *corpus* of the estate. Where the testator devised his property in trust, and the void clauses disposed of life interests, or were limitations over after a fee, and the *corpus* of the estate was covered by the valid clauses, the good were allowed to stand. *Herron* v. *Stanton* (Ind., 1920), 128 N. E. 363; *In re Thaw* (1917), 169 N. Y. Supp. 430. In *Tyler* v. *Fidelity Trust Co.,* 158 Ky. 280, a trust was created for the disposal of the property and the clause disposing of the *corpus* of the estate was void. The court allowed the valid clauses to stand and held that the modern rule permits the estate to progress under the will up to the point where the rule against perpetuities begins to operate. In that case, however, the beneficiaries under the will were the same persons who would have taken under the statute of descent and distribution. The result of the cases seems to be that in cases of trusts, if the primary purpose of the testator is accomplished by probating the valid portions, they will be allowed to stand, provided no manifest injustice would result to the beneficiaries by such a construction. Such an injustice results when the beneficiaries under the valid clauses would not only take under the will but would also share in the property covered by the invalid clauses if it were declared intestate. *Benedict* v. *Webb,* 98 N. Y. 460; *Reid* v. *Voorhees, supra.* In *Beatty* v. *Stanley* (Ill., 1921), 131 N. E. 687, the testator made bequests of personalty and then devised all his realty in trust. The trust was void and the court held that the bequests must also fall. In that case the beneficiaries of the bequests would share in the intestate property, but as the beneficiaries of the invalid clauses would not, it is difficult to see how any injustice would result.

WORKMEN'S COMPENSATION—"ACCIDENTAL INJURY"—INJURY CAUSED BY EXCITEMENT.—The plaintiff, while performing his duties as foreman in the defendant's coal yard, became engaged in a heated argument with a teamster. Threats were made, but no blows were struck. A few minutes later the plaintiff suffered a cerebral hemorrhage which caused a paralytic stroke. *Held,* the plaintiff is not entitled to compensation under the Workmen's Com-